195[illegible]. **File No.** 9233/36

[illegible] CLASS P.W. **DEPARTMENT**
K **BRANCH**

Subject:— Agreement

Draft model from of agreement to be incorporated in street lighting Agreements between the grid Authority and local bodies (a)

BKJ 1950

11

File No. 9233/36

Ltd. Sectt. Stg. 51 A

K - Bx

Std. Sectt. 78 a.

G.R., G.D., No. 2408, dated 22-6-22.]

Correspondence

DOCKET SHEET

Subject :—

File No. 9233/36 II

Public Works DEPT.

12 BRANCH.

References :— copies from the original file 13(c)

Date.	To whom sent.	Notes and instructions.

For further orders. please see G.R.,P.W-D. No. 9233/36, dated the 9/5/52 (file No. 9233/36/43245)

Street Lighting Service, Argeement between the Grid Authority and Village Panchayats..

Government of Bombay,
Public Works Department,
Resolution No.9233/36..
Bombay Castle (Bombay No.1)
18th August 1950..

Letter No.P2N-1(A)/7328, dated the 21st April 1950, from the Electrical commissioner with the Government of Bombay.:-

"Reference is invited to Public Works Department Government Resolution No.9233/36 dated 4th April 1949 approving the form of agreement for entering into agreement with the Municipalities for tendering the street lighting service by the Electric Grid Department,

2. The electrification of 31 villages in Satara and Bulsar Talukas, has been sanctioned under Government Resolution No.6730/36(4) dated 11th February 1949.. It is proposed to make the street lighting service available in such villages which are prepared to accept the same on the terms and conditions approved by Government under Government Resolution No.9233/36 dated 4th April 1949.

3. As the form of agreement approved by Government covers the agreements to be entered into with the Municipalities, only, it is proposed to have a similar form approved for agreement with the Gram Panchayats.. Some of the villages in Satara and Bulsar talukas which already have Gram Panchayats have expressed their desire to have the street lighting service on the approved terms and conditions. Besides, it is understood that Government have approved formation of Gram Panchayats in all villages having a population of more than 1,000.

4. From an informal discussion with the Solicitor to Government and the President, District Local Board, Satara, it has been ascertained that one of the main functions of the Gram Panchayats is to provide proper lighting of the

roads in the village and it would be quite in order for the Electric Grid Department to enter into agreement for street lighting service with the gram panchayats of the respective villages.

5. I am accordingly submitting herewith for the approval of Government draft model form of agreement for execution with the gram panchayats for street lighting service..

6. The proposed agreement form is the same as approved for the Municipalities under Government Resolution No.9233/36 dated 4th April 1949 with such minor verbal changes as have become necessary to make it suitable for the gram panchayats..

7. I shall be obliged if early approval of Government iw accorded to the proposed agreement form as the supply in some of the villages is programmed to be commenced shortly."

Memorandum from the Electrical Engineer to Government No.L.R.M. 31/4107, dated the 4th July 1950.

Memorandum from the Electrical Commissioner with the Government of Bombay No.P2M 1(A)17183, dated the 26th July 1950.

RESOLUTION. Government is pleased to direct that agreement for the supply of street lighting service by the Grid Authority to the Village Panchayats should be executed in the *form attached to this resolution..

*Printed as an accompt. to this G.R..

2 The agreement is chargeable with the stamp duty of Rs. 1-8-0 under Article 5(c) of the Schedule I to the Indian Stamp Act..

By order of the Governor of Bombay,

Sd/-

Deputy Secretary to Government.

To

The Finance Department,

The Local Self Government and Public Health Department,

The Legal Department,

The....

R/105

The Electrical Commissioner with the Government of Bombay (with sixty spare copies),
The Electrical Engineer to Government,
The Accountant General, Bombay.

No.. of 1950.

Copy forwarded for information and guidance to-

Accompaniment to Government Reslution, Public Works Department, No.9233/36, dated the 18th August 1950..

AN AGREEMENT made at this day of one thousand nine hundred and between THE GOVERNOR OF BOMBAY (hereinafter referred to as "the supplier" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the one part and the village Pan-Chayat of constituted under Bombay Village Panchayats Act, 1933(hereinafter referred to as "the consumer" which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the other part.

WHEREAS the supplier and the Consumer have mutually agreed that the Supplier shall provide, erect and maintain street lighting installation and supply electrical energy on the roads within the village Panchyat limits of the Consumer, more particularly described in the plan annexed he hereto for the period and upon terms and conditions hereinafter contained..

Now1 therefore, these presents witness and it is hereby agreed by and between the parties hereto as follows.:-

Installation and maintenance of street lighting service.

The supplier shall provide, erect and maintain street lighting installation intially consisting of fixtures at points selected by the Supplier with the consent of the consumer and shall equip the same with incandescent filament lamps.. The

Supplier shall carry out the additions to the number of street lighting fixtures as may be required by the consumer from time to time. The Consumer shall give to the Supplier reasonable notice in writing of such requirements.

2. All lamps fitted under this Agreement shall be of 40 watts capacity except at such points where lamps of larger capacity may be specifically required by the consumer in which case the consumer shall give to one supplier reasonable notice of the number of lamps. their exact capacity and the points where lamps of larger capacity are required. — size of lamps used.

3 Whenever any alteration is required by the Consumer in the fixtures or position of fixtures, such alteration shall be carried out by the Supplier at the entire cost of the consumer. — Alternation to installation.

4. All lamps fitted and in service shall have a burning shedule of not less than 2200 hours per year. The consumer shall communicate to the Supplier every month a schedule of hours of lighting for every month at least three days before the first day of every such month and the supplier shall during that month switch the lights on and off according to the said schedule. — Burning hour Schedule.

5 The Supplier shall replace burnt out lamps promptly within 24 hours from the receipt by the Resident Engineer of written notice from the consumer. — Replacement of lamps.

6 The Consumer shall pay to the supplier for such street lighting service charges at the rates and in the manner specified in Schedule "A" hereto. — Charges for service.

Measurement of energy consumed.

7 The quantity of energy supplied to the consumer under this Agreement shall be ascertained on a meter or meters to be ~~installed and maintained on a motor or meters to be in-~~ stalled and maintained by the supplier at the Power House or any otherplace which may in opinion of the Electrical Commissioner or his authorised representative, be convenient. If more than one meter isused, for separately measuring the energy supplied for different points the quantity of the energy supplied shall be computed by adding the readings of all such meters, but if more than one meter is used for check measuring the energy supplied at one point the quantity of energy supplied shall be computed by average reading of all such meters.

Reading meters.

8 The readings of the meter or meters as the case may be , shall be taken by the respective authorised representatives of the consumer and the supplier on the first day of each succeeding month between thehours of 8 A.M.and 4 P.M.

10. In the case of ~~installation where, in the opinion of the Electrical Commissioner or his authorised representative, it would be~~

Meter Rents.

9 The Consumer shall pay to the Supplier rental for meters in accordance with the standard rates in force from time to time..

Measurement of unmetered energy

10 In the case of installation where in the opinion of the Electrical Commissioner or his authorised representative, it would be impracticable to install and /or maintain a meter or where the meter reading is, on the face of it incorrect, for the purposes of preparing the bills the consumption will be computed

according to the rated capacity of the lamps plus 10 per cent. for loses, multiplied by the numeber of the hours of use.

11. The Supplier shall on or before the 10th day of each calendar month deliver to the consumer a statement or bill showing service rendered including the quantity of energy supplied during the preceding month and the amount payable therefore and the consumer shall within fifteen days from the date of delivery of such statement or bill pay such amount to the supplier at the office of Electric Grid Division or as may be otherwise required by the Supplier. In the event of any bill or any part thereof not being paid within such period the consumer shall in addition to and without prejudic to the right of supplier to disconnect the service and other remedies of the Supplier, pay interest on the amount so remaining due at the rate of nine par cent. per annum from the expiration of such fifteen days from the receip of such statement or bill until payment. Should the Supplier be compelled to disconnect the service under the Indian Electricity Act, 1910, in consequence of the Consumer's failure to pay the monthly bill for service, the amount payable by the Consumer for service rendered until the time of such disconnection shall immediately become payable to the supplier and during the period of such temporary disconnection, the consumer shall continue to remain under an obligation to pay the charges accruing to the Supplier under schedule"A" hereof. The Supply will be immediately resumed on receipt of the outstanding amounts.

Payment of bills.

12. The energy supplied to the Consumer shall be on the alternating current system at a normal pressure of 230 volts with a frequency of 50

System of supply.

cycles per second.

Non responsibility for interruptions.

13 The supply of electric energy under this agreement shall be available continuously except in cases of lockouts, strikes of the employees of the Supplier, break-down of machinery or plant, force majeure or an other cause over which the Supplier shall have no control and in my such case the supplier shall not be responsible for any discontinuance of the energy but shall restore the supply as soon as he reasonably can.

14 Either party hereto may determine this Agreement at the end of a period of seven years from the x day of 195 or at the end of every subsequent period of three years by giving to the other, three months' previous notice in writing of his intention so to do and at the expiration of such notice this Agreement shall cease and determine, provided that either party to these presents may give similar notice to the other at the end of Similar periods intimating desire to have the provisions hereof revised or altered together with full particulars. in respect of the revision of alteration so desired and in default of any agreement between the parties regarding such regision or alteration the points in dispute shall be referred to the Secretary to Government of Bombay, Public Works Department whose decision in the matter shall be final and binding..

Marginal Notes.

15 The marginal notes do not form part of this agreement and shall not be referred to for construction or interpretation.

IN WITNESS WHEREOF THE Electrical Commissioner with the Government of Bombay has for and on behalf of the Governor of Bombay set his hand and the seal of his office and the

Sarpancha of the village Panchayat duly authorised in this behalf by a resolution of the village Panchayat passed on the day of 19 hath hereunto set his hand and the common seal of the Village Panchayat hath been hereunto affixed in the presence of two members of the Village Punchayat..

Signed sealed and delivered by the Electrical Commissioner with the Government of Bombay in the presence -

Seal.

Signature_____

(1) Name _____ Signaature_____

(2) Name._____ (2)Signature_____

Signed by_____
Sar-Panch of the Village Panchayat of _____ and sealed with the common seal of the Village Panchayat of _____ in the presence of

Seal

Signature_____

~~Names of the members of the village Panchyayat of _____ in the presence of-~~

Signature_____

Name of the members of the village Panchayat.

1._____ 1. Signature_____

2.__ _____ 2. Signature_____

SCHEDULE "A"

The tariff herein described includes the provision. maintenance, operation and control of the street lighting system,, the electrical energy requirements, cleaning of lamps and fixtures and renewal and replacement of supplier's property necessitated by any reasons including loss or damage by theft. breakage or any other reason.

I. INVESTMENT CHARGE:- This shall consist of interest and depreciation charges on investment in property and equipment shown in the supplier's capital account under the head street lighting system in the town of and shall be determined as follows:-

Interest at the rate of 0.5 per cent per annum over average rate paid in the preceding year of account of the monies raised by the supplier for his various elec tricication schemes.

Depreciation in accordance with the scale adopted by the supplier for each type of asset comprising the street lighting system.. One twelfth of the total annual charge so computed shall be billed monthly and the whole shall be adjusted annually.

II. INEGERY CHARGE: The engrgy charges for the monthly consumption to be billed each Month will be compu ted on the estimated all in average cost per KWH for local generation and distribution of energy for each year of accounts as determined by the Grid Authority in accordance with its standard practice ~~standard practic~~ plus the proporation of management and general establish- ment charges(local and headquarters) as allocated to the local power system plus ten per-cent.. subject to the provise that the rate for energy so determined shall neve be higher than the standard domestic lighting rate that may be fixed for that area.. The bills will be adjust ..ed annually at the end of each year after the actual all in cost etc. is known.

III. LAMP RENEWALS AND REPLACEMENTS: The consumer shall be billed amonthly for athe replacements of lamps made during the month as per record of the number, size and type of replacements at actual delivered cost per lamp of each type as shown in the records plus ten percent to vover handling charges.

H. J. Patel

10-9-56